

Agreement and Release
Regarding Overage on Delinquent Tax Sale of
Aiken County Property

TMS# _____ (hereinafter the "Property")

As to the Property described above, I (we) _____ (Print Your Name(s)) make the following representations to Aiken County (hereinafter the "County") under oath and I understand that the County is relying on these representations in distributing to me the overage from the tax sale of the Property:

1. As to the Property, I (we) am (are) the (place your initials in the applicable box(es)):
☐ Defaulting taxpayer(s)
☐ Owner(s) of record immediately before the end of the redemption period
2. To the best of my (our) knowledge, no one other than me (us) has a legal interest in my (our) share of the overage.
3. To the best of my (our) knowledge, (A) no one other than me (us) has asserted having a legal interest in my (our) share of the overage and (B) no one has instituted a judicial action asserting an interest in the Property or asserting an interest in my (our) share of the overage.
4. I have not entered into any contracts with any person or company concerning this overage.

In the event that any one or more of the representations stated above are false, I (we) shall be obligated to pay the County an amount equal to the amount of the overage that I (we) receive. Under those circumstances, I (we) shall return the amount to the County upon the County's notice to me (us) that one of the foregoing representations is false. If I (we) fail to return the amount to the County upon the County's notice, I (we) shall be liable to the County for the costs the County incurs to collect the amount from me (us), including any attorney's fees the County incurs in its collection-related efforts.

I (we) hereby agree that, by receipt of my (our) share of the overage on the tax sale of the Property from the County, I (we) release the County and its departments, officials and employees from any and all claims or liability of any kind of nature whatsoever arising from and/or regarding the tax sale process and/or the Property.

Owner 1. I acknowledge that I received this Agreement and Release by mail, and that I have had sufficient time to gain a full understanding of it, including sufficient time to obtain legal advice from a lawyer of my own choosing regarding this Agreement and Release.

Signature: _____ Date: _____

Printed Name: _____

Physical Address: _____

[NOTARIZATION OF SIGNATURE REQUIRED]

Sworn to before me this _____ day of _____, 20__.

Notary Public of _____

My Commission Expires: _____

Owner 2. I acknowledge that I received this Agreement and Release by mail, and that I have had sufficient time to gain a full understanding of it, including sufficient time to obtain legal advice from a lawyer of my own choosing regarding this Agreement and Release.

Signature: _____ Date: _____

Printed Name: _____

Physical Address: _____

[NOTARIZATION OF SIGNATURE REQUIRED]

Sworn to before me this _____ day of _____, 20__.

Notary Public of _____

My Commission Expires: _____

[CONTINUE ON BACK IF ADDITIONAL SIGNATURES REQUIRED]